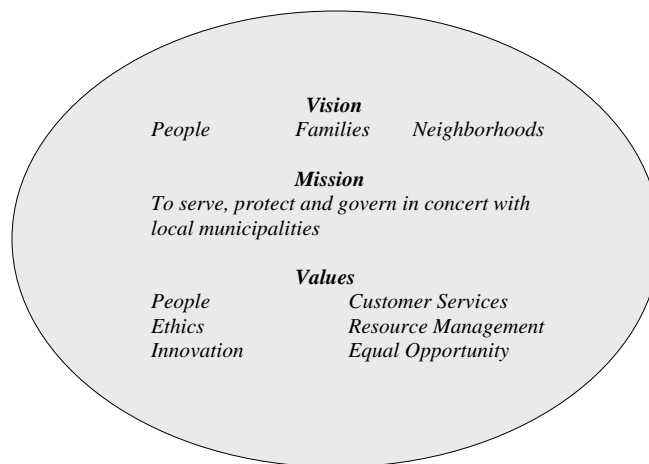




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 06RFP53597YC**

**Defined Contribution Services
For
The Finance Department**

RFP DUE TIME AND DATE: 11:00 A.M., December 13, 2006
PURCHASING CONTACT: Malcolm Tyson at 404-730-5811
E-MAIL: malcolm.tyson@co.fulton.ga.us

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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SECTION 1 INTRODUCTION

1.1 OVERVIEW

The purpose of this Request for Proposal is to award a contract for comprehensive defined contribution services to include investments, record keeping, participant communications, and compliance testing. Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications as outlined in Section 5.0 will be evaluated in accordance with the criteria and procedures described in Section 4.0.

1.2 DESCRIPTION OF THE PROGRAM

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the purpose of awarding a contract for comprehensive defined contribution retirement plan services to the most advantageous Proposer based on the evaluation criteria set forth in the RFP. The first contract period is for the fiscal year ending December 31, 2006.

1.3 BACKGROUND

Fulton County currently sponsors a defined benefit plan and a defined contribution plan. The defined benefit plan was closed to new entrants in 1999, at the same time the defined contribution plan was established. Participation in either the defined benefit plan or the defined contribution plan is mandatory for all benefit eligible employees. The County also sponsors a voluntary 457 deferred compensation plan.

As of July 15, 2006, there were 1871 active participants in the closed defined benefit plan. There is an annual window during which defined benefit active participants are able to transfer the actuarial value of their accrued benefit into the defined contribution plan. Defined benefit participants who were in that plan prior to 1999 and have subsequently transferred to the defined contribution plan have after tax contributions and pre-tax contributions to be accounted for separately.

The defined contribution plan is structured as follows:

■ Eligibility

- All employees hired since July 1, 1999, automatically participate in the 401(a) defined contribution plan. As of July 15, 2006, there were 3894 active participants in the defined contribution plan.

■ Contribution Levels:

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- Employer:
 - Automatic 8 percent of annual pay contributed in each biweekly pay-period. Subject to a five year graded vesting schedule. As of the July 15, 2006 payroll run, the employer contribution was \$557,522.13.
 - 457 Match. The County will contribute a fifty percent match into the defined contribution plan of up to two percent of pay based on employee contributions made to the 457 plan. The County matching contribution is made into the 401(a) plan and is subject to a five year graded vesting schedule.
 - Employee:
 - Mandatory six percent of pay, pre-tax contribution. As of the July 15, 2006 payroll run, the mandatory employee contributions were \$418,141.60

Employee Demographics

■ Exits From defined benefit pension plan:

- Over the last twelve (12) months, there have been 151 retirements.
- Over the last twelve (12) months, there have been 44 refunds and rollovers
- During the last year, 18 defined benefit plan participants transferred \$1,572,169.74 to the defined contribution plan.

■ Turnover, Fulton County:

- The annual turnover rate for Fulton County benefit eligible employees is approximately 16.6%

Worksite Locations

Fulton County is located in the metro Atlanta area and contains the majority of the City of Atlanta. Employees work in 700 locations and are dispersed within a 60-mile by 20-mile area.

- Group meetings will take place in seven primary locations. One-on-one employee meetings will be needed in a large number of centralized locations.

1.4 DOWNLOADING the RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

1.5 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Wednesday, December 13, 2006 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.6 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Malcolm Tyson, Assistant Purchasing Agent, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303, (404) 730-5811 or malcolm.tyson@co.fulton.ga.us**. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation

with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **December 1, 2006 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing
Attn: Malcolm Tyson
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: malcolm.tyson@co.fulton.ga.us
Ph: 404-730-5811
Fax: 404-335-5808**

RE: Defined Contribution Retirement Plan Services

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with four, one (1) year renewal options subject to annual review and renewal.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
 - Offeror's Disclosure Form and Questionnaire
- Insurance and Risk Management Provisions
- Provider Service Capabilities Questionnaire

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- Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan
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2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of County staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4.0 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein. This solicitation and any resulting

contract shall be governed in all respects by the laws of the State of Georgia. The actuary shall comply with applicable federal, state, and local laws and regulations.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the program must perform no less than 51% of the scope of work required under the Program.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's

decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

Information regarding government entity's current and prior obligations for medical coverage to retirees and other relevant data is included as Attachment A to this Request for Proposal. The proposer's conference is scheduled to answer questions of potential contractors; at the time, date and location described on the cover page of this RFP.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.

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- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
 - The County may add to or delete from the Program Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 Wage Clause

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 GENERAL REQUIREMENTS

FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

Defined Contribution Retirement Plan Services

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

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1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
 2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP Program name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

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9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for Programs that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.

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15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.

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22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or

continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3

PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Wednesday, December 13, 2006 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 06RFP53597YC
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Provider Services Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Provider Services Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 06RFP53597YC
Defined Contributions Services
Proposer's Name and Address**

3.1.2 Number of Copies

Proposals must be submitted in three parts:

- ***One (1) complete and signed original RFP,***
- ***Three (3) copies of the Technical Proposal***
- ***One (1) original of the Cost Proposal, and***
- ***One (1) originally signed copy of the Contract Compliance Exhibits (A through F, if applicable)***

In compliance with this request for proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF SERVICES

The successful proposer will provide comprehensive defined contribution retirement services to include:

Administrative Services

- Enrollment by PDA in bi-weekly orientations
- Contribution changes and automatic interface to payroll
- Withdrawal processing
- Distribution kits
- Proactive rollover advisor services
- Fund profiles and performance information via Call Center and Internet
- Address changes
- Personalized information available online
- Proactive minimum distribution services

Compliance Services

-
- ACP testing and monitoring
 - Regulatory updates to sponsor
 - Compliance consulting and conformance materials

Reporting Services

- Internet access – online access to data
- Comprehensive plan level reporting package
- Ad-hoc reports
- Plan statistics, including activity and volumes
- Savings projections for participants
- Quarterly provider report card

Communication Services

- Ongoing communication consultant assigned to the relationship
- Wide range of retirement planning and investment education materials
- On-site meeting support
- Online services for participant inquiries/information
- Significant budget included in your base fee
- Fund fact sheets; literature fulfillment via Call Center/Internet
- Enhanced user friendly participant statements

Investments

- High quality (as compared to 3 year and 5 year benchmarks) funds and life style options will be offered.
- A flexible fund menu including non-proprietary options is important.
- If mutual funds are offered, the provider will be able to offer funds that are recognizable to employees and where performance data is readily available.
- Investment options that minimize cost (institutional share classes, ETFs, and/or separate accounts).

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns. Detailed written narrative statements on each of the following: A description of the firm rendering the proposal, including whether the firm is international, national, regional, or local, the number of years in business, and the number of employees in the local

office, and any applicable memberships to professional associations or organizations.

Section 2 – Qualifications, Experience and Past Performance

This section of the Proposal must present general information about the Proposer. The Proposal shall include details about the type of firm or organization such as, corporation, partnership, Limited Liability Company, joint venture or other type that will execute and deliver the contracted services, including ownership and management structure. The use of the term proposer refers to all members of the proposing entity with the exception of sub-contractors. Please include the following:

- Experience in providing the services described herein, including relevant knowledge of and experience in a governmental environment and applying applicable federal and state regulations.
- Biographies, including experience of ***all*** individuals who will be assigned to the engagement, relevant experience of each in performing defined contribution retirement plan services to entities similar to Fulton County and recent continuing professional education of each individual assigned to the engagement.
- A general plan, including information on the timing of field work, and any overview and start up work that would be required in the first year. Include the approximate date the transitional work will begin and end for the first year, as well as approximate dates for completion of transition.
- The proposal should identify and describe anticipated problems (if any), the firm's approach to providing these services and any special assistance that will be requested from Fulton County.
- For the firm's office that would be assigned primary responsibility for the I work, list the most significant engagements (maximum of three) that are similar to the engagement described in this request for proposal. Indicate the scope of work, date, responsible manager, number of participants, and the name and telephone number of the client contact.
- If the Proposer is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed.
- Brief history of the Proposer's business activities, including ownership, markets, organization, and background organized by individual company.

-
- Location and address of corporate and regional offices of all members of the proposing team.
 - Implementation Team Personnel—Proposer should also include an organizational chart of the structure of the Implementation Team and a brief description of the roles, responsibilities and resumes of key personnel.
 - The Proposer should indicate relevant experience in the provision of governmental defined contribution retirement service. Provide a brief description in a table format:
 1. Name and Location of recent engagements.
 2. Implementation beginning and completion dates.
 3. Names, titles, telephone, fax numbers, and e-mail addresses of key contact persons at a management level of the each client listed.
 4. Description of services provided to each client.

Section 3 – Staff Experience and Qualifications

Provide names and detailed qualifications of the key staff to be assigned to work this account.

Section 4 – Proposer Financial Information

Proposers will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the "Financial Responsibility" criteria of the Proposal Evaluation Criteria provided in Section 4.

Financial Statement/Capability

In order for the County to evaluate, verify and understand the Proposer's financial capability, the following documentation is requested for the Proposer:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.

-
- (3) Proposer's most recent Dun & Bradstreet and/or Value Line Reports.
 - (4) Documentation and discussion of the financial condition and capability of the Proposer(s).
 - (5) State whether the Proposer or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

Section 5 - Availability of Key Personnel

- 1) Percentage of time key personnel will spend on this project
- 2) Current workload of key personnel

Section 6 - Confidential and Proprietary Information

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt, if any, from public disclosure.

Section 7- Location of Firm

Please provide the business location (the term business location means a physical structure, office of suite but does not include a post-office box or a temporary job or project site location) of the Proposer or Bidder. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or partnership agreement including the business address of all members.

There MUST be no dollar units or total costs included in the technical component of the proposal.

3.5 COST PROPOSAL FORMAT AND CONTENT

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 – Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.

The following information must be included in a **separate sealed** envelope marked "Cost Proposal" as specified in this RFP:

1. Total hours required to complete the engagement for each year by

personnel levels.

2. Total fees for actuarial services as listed within the Scope of Work in Section 3.3.
3. A separate cost is required for each year of the contract period specified in this Request for Proposals.

Any and all out-of-pocket expenses for firm personnel (e.g. travel, lodging and subsistence) will not be reimbursed by Fulton County. All estimated out-of-pocket should be considered within your firm's proposed fees.

The Cost Proposal shall be on the form provided in Section 10 and submitted in a **separate sealed envelope**.

SECTION 4**EVALUATION CRITERIA****4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

EVALUATION CRITERIA

Evaluation Criteria	Weight
Technical Factors - 70%	
(1) Responsiveness, understanding the work to be performed ability and relevant experience of personnel assigned to the engagement, partner to onsite personnel	5
(2) Technical experience in Defined Contribution Services	5
(3) Qualifications of staff, including recent pertinent continuing professional education	5
(4) Size and structure of firm	5
(5) Past performance on Investments	30
(6) Financial Responsibility	5
(7) Availability of Key Personnel	5
Subtotal Technical Score	60 Points
(8) Local preference	<u>10</u>
Cost Proposal - 30%	
(9) Fees proposed	<u>30</u>
Total Possible Score	100 Points

PROPOSAL FORMS**5.1 INTRODUCTION**

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements
Procurement Affidavit Form 4	Disclosure Form and Questionnaire

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form 4, which requests disclosure of business and litigation.

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

- (b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating

a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics. By submitting their proposals, all actuaries certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other actuary, supplier, manufacturer or subcontractor in connection with their proposals, and that they have not conferred on any government entity employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Actuaries specifically certify by submitting their proposal that they are not in violation of the Official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions. ***Actuaries contracting with the County should be aware of Fulton County's ethics policy and agree to comply with its provisions from receipt of this invitation to bid as well as throughout the duration of the term of this agreement.***
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # _____, and/or appendices #_____ to #,_____in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

Phone # _____

(Affix Corporate Seal)

OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. **Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:**

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or

similar officer was appointed by a court for the business or property of said Offeror;

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered “YES” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission (“SEC”) may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2005

(Notary Public) (Seal)

Commission Expires _____
(Date)

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) ☐ Bidder/Proposer ☐ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); *If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20_____, before me, appeared _____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date Ending Date	
TOTALS						

Executed By: _____

(Signature)

Nortary: _____

My Commission Expires: _____

(Printed Name)

Date: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT
\$500,000	
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT
\$500,000	
(Aggregate)	BY DISEASE - EACH EMPLOYEE
\$500,000	

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-
\$1,000,000		
(Other than Products/Completed Operations)	General Aggregate	-
\$2,000,000		
Products\Completed Operation	Aggregate Limit	-
\$1,000,000		
Personal and Advertising Injury	Limits	-
\$1,000,000		

Fire Damage	Limits	-	\$
100,000			
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE			
Combined Single Limits	Each Occurrence	-	
\$1,000,000			
(Including operation of non-owned, owned, and hired automobiles).			
4. ELECTRONIC DATA PROCESSING LIABILITY			
(Required if computer contractor)	Limits	-	
\$1,000,000			
5. UMBRELLA LIABILITY			
(In excess of above noted coverage's)	Each Occurrence	-	
\$2,000,000			
6. PROFESSIONAL LIABILITY			
	Each Occurrence	-	
\$1,000,000			
(Required if respondent providing bid/quotation for professional services).			
7. FIDELITY BOND			
(Employee Dishonesty)	Each Occurrence	-	\$
100,000			

8. BUILDERS RISK: *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors,

assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:_____SIGNATURE:_____

NAME:_____TITLE:_____

DATE:_____

SECTION 8

CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***[Insert Project Number and Title]***

Address: ***[Insert Consultant Address]***
City, State

Telephone: ***[Insert Consultant telephone #]***

Facsimile: ***[Insert Consultant Facsimile #]***

Contact: ***[Insert Consultant Contact Name]***
[Insert Consultant Contact Title]

This SERVICES AGREEMENT, dates this ____ day of _____, 2006, between FULTON COUNTY, a political subdivision of the State of Georgia by and through its duly authorized Defined Contribution Committee, having its principal office at 141 Pryor Street, Atlanta, Georgia (the “Sponsor”), Sponsor of the Fulton County Defined Contribution Plan (the “Plan”), and _____ (Vendor), a _____ corporation, having an office at _____.

WITNESSETH:

WHEREAS, Sponsor has appointed _____ as Trustee of the Plan; and

WHEREAS, Sponsor wishes to have Vendor perform certain services for the Plan as described in this Agreement; and

WHEREAS, any and all duties or responsibilities of the Sponsor under this Agreement have been delegated to the Defined Contribution Committee by the Fulton County Board of Commissioners, the members and responsibilities of which are designated in the Fulton County Defined Contribution Plan Document (currently Chairman of the County Commissioners, the Fulton County Finance Director and the Fulton County Manager or their delegates); and

WHEREAS, Vendor is willing to perform such services, but only if such services are purely ministerial in nature and are provided within the explicit provisions, guidelines and interpretations conveyed in writing to Vendor by Sponsor.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, Sponsor and Vendor agree as follows:

Section 1. Services to be Performed.

Vendor shall have the responsibility to perform only those services set forth on Schedule “A” attached hereto and made a part hereof, as amended from time to time.

Section 2. Directions.

a. By Sponsor

1. Sponsor shall provide vendor such policies, interpretations, decisions, rules, practices, procedures and directions (collectively, “Directions” and individually, a “Direction”) as Vendor may reasonably request to enable Vendor to perform the services required in accordance with Schedule “A” (which Schedule shall itself be deemed a Direction).
2. Whenever Sponsor provides a Direction to Vendor, vendor may take action on the Direction if contained in writing (or if oral, thereafter confirmed in writing), signed by any individual whose name and signature have been submitted by Sponsor in writing to Vendor in the form of a letter attached hereto as Schedule “C”, provided Vendor reasonably believes the signature of the individual to be genuine. Vendor shall have no responsibility to ascertain any Direction’s: (i) accuracy, or (ii) effect for tax purposes or otherwise, except as required under the terms of this Record Keeping Agreement. Sponsor hereby directs Vendor to treat as Directions:
 - a. Any transmittal of contributions or data pursuant to Schedule “A”; and
 - b. Any telephonic instructions as to the investments of amounts credited to an account, given through Vendor’s telephone exchange system in accordance with Schedule “D” by a person identifying himself or herself, to the satisfaction of Vendor, as the Participant for whom the account is maintained.

b. By Participants: Each Plan Participant (“Participant”) shall direct Vendor to invest the assets in the Participant’s individual account as between the available investment options as identified in Schedule “A” attached hereto. Participants may make such directions by use of the Telephone Exchange System, maintained by vendor for such purposes, in accordance with Telephone Exchange Guidelines attached hereto as Schedule “D”. Participants may make such directions by use of the Secure Internet Server, maintained by vendor for such purposes, in accordance with Internet Guidelines attached hereto as Schedule “D”. Participants may also direct Vendor in writing in which case Vendor shall act on such written instructions, if sent to the proper address and received in good order before 2:00 p.m. Eastern Time, on the business day so received. If such written instructions are received after 2:00 p.m. Eastern Time, vendor shall act on such written instructions (if in good order, defined for purposes of this Agreement in the Plan Administrative manual) on the next business day. Sponsor hereby agrees that Vendor may act upon any such telephonic, Internet, or written instructions without question and agrees that any such instructions shall be treated for all

purposes hereunder in the same manner as a Sponsor Direction (as defined in Section 29a) above).

A log of all telephone conversations and internet directions to Vendor by a Participant shall be made for the protection of the participant, Sponsor and Vendor.

Section 3. Investment Options.

Vendor or its appointed agent shall provide record keeping services for the investment options selected by Sponsor and described in Schedule “A” attached hereto. Sponsor represents and warrants that the power to determine which investment options are made available under the Plan is properly reserved to Sponsor under the relevant trust documents. Sponsor further represents that it fully understands that Vendor shall have no responsibility for the selection of investment options under the Plan and shall not render investment advice to any person in connection with the selection of such options. Sponsor may modify the available investment options in accordance with Section 10 (relating to amendments) of this Agreement to reflect such modifications.

Section 4. General Operating Procedures.

- a. Contributions:** Contributions received in good order in the format agreed to by the parties from time to time prior to 4:00 p.m. Eastern time on a business day shall be processed within three (3) business days of the business day so received in accordance with Schedule “A”. Contributions received after 4:00 p.m. Eastern time shall be processed within three (3) business days of the next business day. For purposes of this subsection only, a “business day” is defined as a day during which both the New York Stock Exchange and the Federal Reserve bank are open.
- b. Redemptions:** Redemption requests received in good order in the format agreed to by the parties from time to time prior to 4:00 p.m. Eastern time on a business day shall be processed that same business day at that business day’s closing price in accordance with Schedule “A”. A check for the proceeds of such redemption will be released within five (5) business days. Redemption requests received after 4:00 p.m. Eastern time shall be processed on the next business day.
- c. Exchanges:** Exchanges shall be processed in accordance with Telephone Exchange Guidelines attached hereto as Schedule “D”.

Section 5. Distribution Requests, Federal Income Tax Withholding and Reporting.

Vendor shall not process a distribution request without receiving the following information from Sponsor concerning each distribution:

- (a) The name, address (not a post office box), and Social Security number of the Participant (and the Participant’s spouse or other beneficiary if applicable).
Vendor shall not be responsible for the accuracy of information provided by

Sponsor, or any other party, if said party provides Vendor or its agents with the appropriate proof of their identity as a party authorized to direct Vendor to process a distribution.

- (b) A statement of the reason for the payment or distribution and directions as to the type of distribution (i.e., total qualified, periodic or non-periodic distribution) requested.
- (c) A copy of the Participant's W-4P form (Withholding certificate for Pension or Annuity Payments) or reasonable facsimile, where applicable.

If the sponsor does not provide vendor with the information listed in (a) and (b) above, the responsibility for withholding federal income taxes and the reporting thereof shall remain with Sponsor. In circumstances where Vendor does not withhold federal income tax from participant distributions in accordance with Schedule "A", Vendor shall in a timely and proper manner, deposit and report such amounts under the tax identification number obtained for the Trust established under the Plan.

Section 6. Documentation

Sponsor hereby certifies that it has furnished vendor with a copy of the Plan Document and Trust Agreement and all amendments thereto in effect on the date of this Agreement. Sponsor shall provide Vendor with copies of all subsequent amendments to the Plan Document and trust Agreement. Sponsor shall also provide Vendor with all Directions (as defined in section (20(a)) to perform the record keeping services under this Agreement within a reasonable time period following their issuance.

Section 7. Records.

For the duration of this Agreement, all records generated by Vendor in the course of performing services in accordance with Schedule "A" shall be open to inspection and audit by Sponsor, or any person designated by Sponsor, during Vendor's regular business hours at Vendor's office where such records are maintained. Upon request of Sponsor, vendor shall provide all records and information under this section in a format mutually agreed upon by the parties. Except as required by law, Vendor agrees to treat Sponsor's data in a confidential manner. Vendor shall inform its employees of the confidential nature of such data and shall instruct them not to disclose any such data to any non-Vendor affiliated third party whatsoever without Vendor's express approval, except as may be necessary in connection with the delivery of services hereunder or as may be required by law.

Section 8. Compensation

As consideration for its services under this agreement, Vendor shall be entitled to compensation which shall be computed and paid to in accordance with Schedule "B" attached hereto and made a part hereof, as amended from time to time. These fees are subject to meeting the service quality standards set forth in this agreement. If those standards are not met in any given quarter, the administrative and record keeping fees for the effected quarter

may be waived up to 100%. The degree to which the services were not met must be material and will be discussed between the parties.

Section 9. Duration.

This agreement shall be in effect for a period of one year, from _____, 2007 to _____, 2008, unless terminated earlier in accordance with the termination provisions in Section 11 of this agreement or renewed by the parties in writing. This agreement shall be automatically renewed for ten (10) successive terms of one (1) year each, unless terminated earlier in accordance with the termination provisions in Section 11 of this agreement.

Section 10. Amendment.

This agreement may be amended or modified at any time by an instrument executed by Sponsor and vendor. Any Schedule to this agreement may be amended or modified at any time by an instrument executed by Sponsor and Vendor.

Section 11. Termination.

- a. **Termination by Parties:** Sponsor may terminate this Agreement for any reason upon sixty (60) days' prior written notice to Vendor. Vendor may terminate this agreement upon sixty (60) days' prior written notice to Sponsor.
- b. **Effect of Termination:** Subject to the provisions of Subsection © hereof, upon termination of this agreement, Sponsor shall pay Vendor for the satisfactory and reasonable delivery of services up to the effective date of termination.
- c. **Termination Assistance:** In the event this Agreement is terminated for any reason, vendor shall cooperate with Sponsor to provide an orderly transfer of services and shall provide the staff, services and assistance reasonably required for such orderly transfer. In addition, Vendor shall provide Sponsor, or to any successor record keeper designated by Sponsor, in the format reasonably requested by Sponsor, (i) a statement of accounts as of the termination of this agreement, which will provide substantially the same information compiled for the normal quarterly statement of Accounts, and (ii) such other records and information as Sponsor may reasonably request. Such services and records shall be provided at Sponsor's expense at Vendor's standard rates in effect for such services at the time they are performed or, if lower, the rates in effect under this agreement; provided, if termination is due to Vendor's failure to perform in an overall competent and timely manner as determined pursuant to arbitration under Section 12, Sponsor shall not be obligated to pay Vendor for any fees associated with such transfer.

Section 12. Limitation of Liability.

Vendor shall not be responsible or liable for any failure or delay in the performance of its obligations under this agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, act of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of communication services; accidents; labor disputes; and acts of civil or military authority or government actions; it being understood that Vendor shall use its best efforts to resume performance as soon as practical under the circumstances.

Section 13. Litigation

Vendor shall have no obligation to commence, maintain or defend any litigation necessary or appropriate in connection with the administration of the Plan except with respect to its failure to comply with the terms of this agreement. It shall inform the Sponsor of the existence of or perceived need for any such litigation, and the Sponsor and its representatives shall be solely responsible for any actions taken in connection with any such litigation and shall bear all costs of such actions. Sponsor shall be the agent of Vendor for this purpose.

Section 14. Disputes Under the Agreement.

Vendor and the Sponsor shall endeavor to resolve any dispute arising out of or related to this Agreement by nonbinding mediation under the then current CPR Model Mediation Procedure for Business Disputes.

Section 15. Reliance on Counsel and Indemnification.

- (a) Vendor may, from time to time, consult with counsel (who may be counsel for the Sponsor), and may take action upon the advice of counsel in such instances if the advice was obtained from counsel for the Sponsor.
- (b) To the extent permitted under state, federal and local law, the Sponsor shall indemnify and hold harmless vendor, its officers, employees, and agents from and against all liabilities, losses, expenses and claims (including reasonable attorney's fees and costs of defense) that may be incurred by, imposed on, or asserted against vendor by reason of any claim, regulatory proceeding, or litigation arising from any act done by any individual or person with respect to the Plan, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from Vendor's negligence, bad faith or breach of this Agreement.
- (c) Vendor shall indemnify Sponsor against, and hold Sponsor harmless from any and all loss, damage, penalty, liability, cost, and expense, including without limitation reasonable attorney's fees and disbursements, that may be incurred by, imposed upon or asserted against Sponsor by reason of negligence, bad faith, or breach of this Agreement by Vendor.
- (d) The provisions of this Section of this Agreement shall survive the termination of this Agreement.

Section 16. Compliance with Instructions.

Any action taken by Vendor hereunder that is to be taken upon instruction from the Sponsor or its authorized representative shall be taken by Vendor only with written instructions. Vendor shall comply with such instructions. Vendor shall incur no liability for any loss or breach of duty of any kind which may result from any action or failure of action on its part due to compliance with the written instructions of the Sponsor or its authorized representative or failure on the part of such persons or entities to give written instructions properly within a required period of time unless to do so would be in violation of the terms of the Plan, the trust, local, state or federal law or this Agreement.

Section 17. General.

This agreement specifically incorporates all provisions of the best and final offer response by Vendor to the request for proposal (“BAFO”), unless otherwise specifically modified by the terms of this agreement. The BAFO, in conjunction with this Agreement, constitutes the complete and full understanding and agreement of the parties with regard to the subject matter hereof. No waiver by any party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other subsequent failure or refusal to so comply. This Agreement shall inure to the benefit of, and shall be binding upon, the successors or the respective parties. Vendor shall notify Sponsor in writing of any successor entity that inures to the benefit of this agreement. If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 18. Titles.

The headings of sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

Section 19. Incorporation of Schedules.

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this agreement as if set forth fully herein.

Section 20. Governing Law.

This agreement shall be governed by the laws of the State of Georgia, except to the extent such laws are superseded by applicable federal laws or regulations. Vendor hereby

irrevocably consents to venue in the State of Georgia for any action arising from actions taken with regard to this agreement, whether that action be a state or federal action.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand this agreement and all Schedules attached hereto and have caused this agreement to be executed by their duly authorized officers on the date indicated below.

FULTON COUNTY

VENDOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Legal Department

Attest: _____

SECTION 9

Provider Service Capabilities Questionnaire

Provider Name:_____

Date Completed:_____

Completed By:_____

Provider Service Capabilities Questionnaire

I. Provider Profile

1.1 Target Market

Type	401(a)	457	Other
Number of Government Plans			

Type	Asset Size		
	\$20-\$150mm	\$150-\$350mm	Over \$350mm
Number of Defined Contribution Plans			

Type	Number of Participants		
	50-2,000	2,000-5,000	5,000-10,000
Number of Defined Contribution Plans			

1.2 Organizational Focus/Differentiation Attributes (Top 5 areas of strength, 1 or 2 sentences per item)

	Differentiation/Key Provider Strengths
1.2 a	
1.2 b	
1.2 c	
1.2 d	
1.2 e	

1.3 What experience does your firm have servicing governmental plans?

1.4 Services Provided In-House

	Provided In-House		Annual Staff Turnover %
	Yes	No	
Trustee			
Recordkeeping			
Compliance			
Call Center with Representatives			
Employee Education and Communication			
Financial Counseling			
Information Technology			

1.5 Service Approach

	Provided		Number of Staff
	Yes	No	
Office located in Atlanta			
Client service reps in Atlanta			
Employee service reps in Atlanta			

1.6 Investment in Technology – DC Plans

	2002	2003	2004	2005	2006	2007	2008
Dollars Invested by Year – DC Only							

1.7 Call Center Services

1.7 a	Hours Available for Automated 1-800 System	Hours:	
1.7 b	Daily Cut-Off Time for Trading	Time:	
1.7 c	Same-Day Trading Buys/Sells for Proprietary Funds and Outside Funds	Yes	No
1.7 d	Online Systems Available		
	View only – Plan Sponsor	Yes	No
	Transaction – Plan Sponsor	Yes	No
	View only – Plan Participants	Yes	No
	Transaction – Plan Participants	Yes	No

1.7 e	Service Approach		
	Pooled Approach – All Reps Service All Plans	Yes	No
	Semi-Dedicated Approach – Group of Reps service a Core Group of Clients	Yes	No
	Dedicated Team – Reps Service a very Small Number of Clients	Yes	No

1.8 Compliance Services

	Yes	No
Additional Costs for Use of Custom Document		
Compliance and ERISA Support		
Quarterly Testing Capabilities		

1.9 Service Quality Standards/Timeframe (Daily Environment)

	Timing		Timing
Quarterly Statements	___ days	Call Center Response Time	
Contribution Deposits	___ days	Accuracy	___ %
Checks Issued	___ days	Fees at risk	Yes/No
Other Measurements Tracked			

II Service Capabilities

#	Service	✓ Box Where Provided			
		Part of Base Services	Included In Base Fee	Additional Fee	Cost
2.1	Enrollment by phone				
2.2	Withdrawal approvals via call center				
2.3	Loan administration via call center				
2.4	Rollover advisory services				
2.5	Participant statements on demand				
2.6	Investment inquiries via call center				
2.7	Enrollment by Internet				
2.8	Withdrawal approvals via Internet				
2.9	Loan administration via Internet				
2.10	Investment inquiries via call center				
2.11	Participant statements on demand via Internet				
2.12	QDRO Administration				
2.13	Spanish call center services				
2.14	Customized 1-800 script				
2.15	Ability to project and model future participant account balances based on assumptions				
2.16	Plan transaction limits monitored				
2.17	Investment transfers via call center				

2.18	Investment transfers via Internet				
2.19	Transfers based on percentage elected in/out of each fund				
2.20	Transfers based on a specific dollar amount in/out of each fund				
2.21	Fund profiles and performance information via call center				
2.22	Fund profiles and performance information via Internet				
2.23	Confirmations generated and mailed to participant				
2.24	Maintenance of beneficiary elections				
2.25	Personalized plan options and projection statements				
2.26	Online data for plan sponsor				
2.27	Automated loan processing including				
	- Calculate amounts available for loan				
	- Amortization schedule				
	- Promissory note				
	- Principal and Interest calculation				
	- Multiple loan tracking				
	- Loan limits monitored				
2.28	Minimum distribution calculation				
2.29	Quarterly statements mailed to homes				
2.30	Administrative compliance to document				
2.31	404(c) compliance support and distribution of materials				
2.32	Local service contact for sponsor				
2.33	Self directed brokerage account				
2.34	Mutual fund window				
2.35	Combined plan reporting				
2.36	Combined plan administration				

III Investments

3.1 Asset Requirements

Requirements	
3.1a Percent of assets invested in your proprietary funds	_____ %
3.1b Percent allowed in your Alliance funds	_____ %
3.1c Percent allowed outside/non-Alliance funds – client chooses	_____ %
3.1d Number of funds in the matrix	_____ #
3.1e Lifestyle funds – track record – years	
3.1f Dedicated investment specialist assigned to county?	

3.2 Additional Information

	Yes	No	# of Options
Sponsor can select funds outside your product offering?			
Formal monitoring provided to plan sponsor			

3.3 Funds Available

Ticker Symbol	Asset Class	Fund Name	Type*	Expenses				
				Investment Management Fees	12b-1 Fees	Mortality And Expense Admin. Fees	Other Commissions	Total Investment Fees
	Principal Preservation							
	Bond							
	Large Cap Growth							
	Large Cap Blend							
	Large Cap Value							
	Mid Cap Growth							
	Mid Cap Blend							
	Mid Cap Value							
	Small Cap Growth							
	Small Cap Blend							
	Small Cap Value							
	Equity Income							
	International Large Cap							
	International Small Cap							
	Lifestyle Aggressive							
	Lifestyle Moderately Aggressive							
	Lifestyle Balanced							
	Lifestyle Moderately Conservative							
	Lifestyle Conservative							

* Type: MF = Mutual Fund SA = Separate Account CF = Collective Fund SM = Separately Managed ET = Exchange Traded

IV. Communication Services

4.1 Please indicate items below your firm can provide

Communication Service	Functional Capability		Comments	Fees	
	Providing Today			Included in Standard Fee	Additional Fee
	Yes	No			
1. Range of participant statements					
2. Mailing Labels					
3. Comprehensive plan level reporting package					
4. Plan statistics available including activity and volumes					
5. Ad hoc reports available					
6. Ability to use Fulton County logo and paper stock for statements					
7. Savings projections for participants					
8. Retirement income adequacy and replacement analysis reports					
9. Participants statements mailed directly to their homes					
10. Individualized gap analysis available					
11. Internet access for participants					
12. Internet access for plan sponsor					
13. Ability to use color and graphs on statements					
14. Ability to integrate statement with newsletter					
15. Statements issued on demand					
16. Customized text message on participant statements					

Communication Service	Functional Capability		Comments	Fees	
	Providing Today			Included in Standard Fee	Additional Fee
	Yes	No			
1. Year-end “report card” of services					
2. Participant communication announcing new funds					
3. Fund fact sheets					
4. Enrollment kit for new eligibles					
5. Investment basics brochure					
6. Quarterly investment newsletter					
7. Interactive projection software					
8. Retirement planning tools					
9. Employee meetings					
10. Plan basics video – new enrollees					
11. Investment basics video					
12. Other videos (list)					

V. Service Agreement

	Yes	No
Will guarantee fees for three years		
Will customize service to meet county's criteria		
Will assume financial liability for errors without condition		

VI. Account Service Structure

5.1 Account team for Fulton County. It is important that the entire day-to-day service team be identified.

■ Identify the day-to-day service team in the grid below:

Name of Individual	Professional Designations	Fulton County Day-to-Day Plan Function	Number of Clients Served	Total Years of Experience	Total Years With Your Team	Years in Present Position

Include a biography of the team members in the Appendix.

5.2 Turnover Statistics

Function	2005			2006		
	Total Positions in Your Firm	# of New Hires	# Who Left Your Firm	Total Positions in Your Firm	# of New Hires	# Who Left Your Firm
Account Managers						
DC Accounting Specialists						
Call Center Representatives						
Compliance						
Investment Specialists						
Other						
Total DC Staff						

5.3 If your turnover is greater than 7% per year for any function, please explain.

5.4 What percentage of time do you anticipate the lead client service manager will spend servicing Fulton County? What is your ability to assign an active backup account manager to the relationship? How many of your accounts currently have backup account managers in place?

5.5 Please comment on local accessibility of the account team members. Who does the Plan sponsor contact when problems arise and how are issues resolved?

5.6 In which of your offices are the team members responsible for Fulton County located? If the various components of your operations (recordkeeping, communications, compliance, etc.) are located in different offices, how do you ensure integration of team member efforts and seamless service delivery?

VI. Technology And System Capabilities

6.1 What is the record keeping platform currently used by your firm? What primary systems changes will take place over the next two years? Outline your specific recordkeeping system enhancements planned for the next two years. If Fulton County identified specific needs that required customized programming, how would you accommodate the request and how would fees be assessed?

6.2 Describe your systems backup and disaster recovery plan. How often are your procedures tested?

6.3 What on-line (Internet, Intranet, VPN, etc.) access is available to the plan sponsor and plan participants? Describe your security procedures. Please describe the platform as well as a summary of the functionality and the inception date of each function. Can Fulton County have real time access to data pertaining to their plan?

6.4 What is the total capital expenditure you have made to Defined Contribution systems and product enhancements over the last two years? What is projected for the next two years?

Amount Invested in Defined Contribution Technology/Product Enhancements	2005	2006	2007	2008
---	------	------	------	------

System Upgrades				
Product Development				

6.5 How do you ensure privacy of electronic communications?

6.6 Are there a maximum number of investment funds or contributions sources your system can handle?

6.7 Describe your procedures for communicating purchase/sale trades to outside investment managers.

VII. Voice Response System and Call Center Services

7.1 Please complete the following chart.

	Description of Services
Days and hours call center representatives are available (EST)	
Number of potential call center representatives service Fulton County employees	
Number of call centers – redundant sites	
Average number of participants served per call center representative	
Average number of plans served per call center representative	
Average length of call	
Number of calls monitored each month	
Percentage of plan specific reference material on-line for CSRs	
Call abandon rate	
Average call time spent in queue for participants	
Percentage of calls which require a call back	

VIII. Voice Response System and Call Center Services

- 8.1 Describe the specific structure of the call center representatives for the Fulton County plan. Is it a dedicated, semi-dedicated, or a pooled approach? How many total call center representatives potentially could be answering questions by Fulton County employees? What would be the cost impact of a semi-dedicated call center? A dedicated call center?
- 8.2 Will your center representatives answer the phone with the Fulton County plan name? Is the 1-800 number a dedicated number?
- 8.3 How often is data updated on your on-line system and IVR systems? Is it real time or a batch job in the evening?
- 8.4 Provide a demo number, if available.
- 8.5 Please describe what type of management reporting Fulton County could expect to receive regarding their participants' usage of the VRU/Call Center reps.
- 8.6 What is your capability to indicate in these reports the types of questions participants are posing to the call center reps and any trends arising in participant usage of the VRU and call center reps? Will you be able to identify education and communication issues participants may have based on these trends and communicate these to the Plan sponsors?
- 8.7 Is the trend reporting customized to Fulton County or is it combined statistics for all clients?
- 8.8 Itemize your service quality metrics for the call center.
- 8.9 Describe the back-up, security procedures and audit controls for your call center voice response and Internet applications.
- 8.10 Describe in detail the type of investment information and guidance that can be provided to participants by your call center representatives. Do you provide the exact same level of investment information for your funds, alliance funds and non-alliance funds?
- 8.11 What are the licensing requirements of your representatives? What investment questions cannot be answered by your reps if they are not licensed?

8.12 Describe your approach to training the CSRs. How will representatives learn about the specific Fulton County plan features as well as the organizational environment?

8.13 How often will you produce investment fund fact sheets and mail these to participants if requested via the call center? Will you support other literature fulfillment requests via the call center? Will you coordinate the production and distribution of non-proprietary fund fact sheets?

8.14 Indicate your ability to perform the following functions.

Outsourcing/Call Center Functions	Functional Capability					Primary Responsibilities for Performing Service			Cost Input	
	Providing Today		System Ability			Record keeper	Custodian	Fulton County		
	Yes	No	Yes	Yes With Programming	No					
1. Enrollment by phone										
2. Investment transfers via call center										
3. Internet inquiry										
4. Internet transactions										
5. Withdrawals via call center										
6. Loan administration via call center										
7. Distribution form generation and approvals via call center										
8. Daily participant statements on demand										
9. Participant/plan investment inquiries										
10. Inactive account services										
11. System available 24 a day										
12. Support for hearing impaired										
13. Address changes for inactives										
14. Customized 1-800 scripts available										
15. Ability to project and model future participant account balances based on assumptions										
16. Amounts available for distribution and withdrawal based on current plan values										
17. Plan transaction limits monitored										
18. transfers based on a percentage elected in/out of each fund										
19. Transfers based on a specific dollar amount in/out of each fund										
20. Investment performance for all funds (specify daily, quarterly, etc.)										
21. Prospectuses available for distribution via call center										

Outsourcing/Call Center Functions	Functional Capability					Primary Responsibilities for Performing Service			Cost Input	
-----------------------------------	-----------------------	--	--	--	--	---	--	--	------------	--

	Providing Today		System Ability			Record keeper	Custodian	Fulton County		
	Yes	No	Yes	Yes With Programming	No					
22. Confirmation generated and mailed to participants for all activities										
23. Ability to survey participants										
24. reject invalid transactions at time of request										
25. Initiate age 70-1/2 distributions										
26. Maintenance of beneficiary elections for inquiry/reporting										
27. On-line data for plan sponsor										
28. Restrictions based on plan provisions										
29. Maintenance of beneficiary elections for inquiry/reporting										
30. Division sort and flexible reporting										
31. Payroll contributions via tape, disk, paper, Internet										
32. Direct mailing to participants										
33. tax withholding and calculation										
34. Multiple plans via one 1-800 number										
35. Access to a customer service rep without a PIN										
36. Transaction capability on-line at plan sponsor location										
37. Ad hoc report request on-line at plan sponsor location/division level										
38. Ad hoc report writer available to plan sponsor on-line										

IX. Plan Administration

9.1 Please complete the grid below describing how you process the following:

Item	Description of Process	Itemize Additional Costs
■ Investment elections and changes		
Provided (Yes/No)		
Part of standard package (Yes/No)		
Amt. of Plan Sponsor Involvement (None/Some)		
■ Forfeiture administration		
Provided (Yes/No)		
Part of standard package (Yes/No)		
Amt. of Plan Sponsor Involvement (None/Some)		
■ Payout of less the \$5,000 balances		
Provided (Yes/No)		
Part of standard package (Yes/No)		
Amt. of Plan Sponsor Involvement (None/Some)		
■ lump sum distributions and withdrawals		
Provided (Yes/No)		
Part of standard package (Yes/No)		
Amt. of Plan Sponsor Involvement (None/Some)		
■ Hardship withdrawals		
Provided (Yes/No)		
Part of standard package (Yes/No)		

Amt. of Plan Sponsor Involvement (None/Some)			
■ Distribution approvals			
Provided (Yes/No)			
Part of standard package (Yes/No)			
Amt. of Plan Sponsor Involvement (None/Some)			
■ Rollovers into <i>and</i> out of the plan			
Provided (Yes/No)			
Part of standard package (Yes/No)			
Amt. of Plan Sponsor Involvement (None/Some)			
■			
Provided (Yes/No)			
Part of standard package (Yes/No)			
Amt. of Plan Sponsor Involvement (None/Some)			
■ Address maintenance for actives and inactive			
Provided (Yes/No)			
Part of standard package (Yes/No)			
Amt. of Plan Sponsor Involvement (None/Some)			
■ Participant reporting			
Provided (Yes/No)			
Part of standard package (Yes/No)			
Amt. of Plan Sponsor Involvement (None/Some)			
■ Investment performance reporting and updates to participants			
Provided (Yes/No)			
Part of standard package (Yes/No)			
Amt. of Plan Sponsor Involvement (None/Some)			

Item	Description of Process	Itemize Additional Costs
■ Comprehensive plan sponsor reporting package		
Provided (Yes/No)		
Part of standard package (Yes/No)		
Amt. of Plan Sponsor Involvement (None/Some)		
■ Eligibility monitoring and tracking of status codes		
Provided (Yes/No)		
Part of standard package (Yes/No)		
Amt. of Plan Sponsor Involvement (None/Some)		
■ Beneficiary monitoring and changes		
Provided (Yes/No)		
Part of standard package (Yes/No)		
Amt. of Plan Sponsor Involvement (None/Some)		
■ Periodic mailings to participants regarding current beneficiary		
Provided (Yes/No)		
Part of standard package (Yes/No)		
■ Creation of 1099-R Forms		
Provided (Yes/No)		
Part of standard package (Yes/No)		
Amt. of Plan Sponsor Involvement (None/Some)		
■ Provide for Public Safety retirees to pay for retiree health insurance with pre-tax dollars.		
Provided (Yes/No)		

Part of standard package (Yes/No)			
Amt. of Plan Sponsor Involvement (None/Some)			
Amt. of Plan Sponsor Involvement (None/Some)			

9.2 Will you provide a customized procedure manual for Fulton County Finance staff? For how many clients do you currently have customized procedures manuals in place?

9.3 Based on the documents provided in the background information, please comment on any characteristics of the Fulton County plan that will pose challenges for your firm to administer.

9.4 How does your firm track service quality and subsequently report back to the client?

9.5 Please describe your QDRO administration procedure from notification through pay out (excluding qualification).

9.6 Describe your contribution processing. Include a listing of edits provided and procedures for wiring and investing funds. What is the timing of each for this process? Can adjustments/errors be offset in a future payperiod?

X. Trustee Services

11.1 Describe your role as directed trustee for the plan. How is this function integrated with the participant record keeping? What liability are you willing to assume regarding the administration services you will provide to Fulton County?

11.2 If you do not provide trustee services in house, describe the daily protocols and interfaces to the outside trustee. Do you have alliance arrangements or preferred trustee relationships?

11.3 Do you provide a self directed brokerage vehicle?

11.4 What historical cost basis is tracked in your system for tax purposes?

XI. Testing and Compliance

11.1 Describe your compliance and testing service including the 401(m) test.

11.2 Please describe the level of compliance resources available to Fulton County. Would there be a dedicated/assigned compliance officer?

11.3 How will you be able to assist Fulton County in meeting 404(c) requirements with respect to materials distribution?

XII. Investments

12.1 Please complete the table below with your firm's proposed funds.

	Asset Class Category / Style Category	Proposed Fund Name	Market Benchmark	If Mutual Fund		Ticker Symbol If Available	Investment Expense Ratio
				Morningstar Objective Grouping	Lipper Objective Grouping		
A.	Money Market						
B.	Fixed Interest/ Stable Value						
C.	Intermediate Bond						
D.	Large Cap Growth						
E.	Large Cap Blend						
F.	Large Cap Value						
G.	Mid Cap Growth						
H.	Mid Cap Blend						
I.	Mid Cap Value						
J.	Small Cap Growth						
K.	Small Cap Blend						
L.	Small Cap Value						
M.	Equity Income						
N.	International Large Cap						
O.	International Small Cap						
P.	Life Style Aggressive						
Q.	Life Style Moderately Aggressive						
R.	Life Style Balanced						
S.	Life Style Moderately Conservative						
T.	Life Style Conservative						

12.2 Provide the following information for each proposed fund option.

Principal Protection

Portfolio Information	Money Market [fund name]	Intermediate Bond [fund name]	Fixed Interest/Stable Value [fund name]
General Information			
Fund Type (i.e. mutual fund, CTF, etc.)			
Fund Inception Date			
Fund Manager(s) & Tenure			
Fund Expenses			
Summary of Investment Style			
Fund Characteristics as of June 30, 2006			
■ Fund Assets (millions)			
■ Average Maturity			
■ Average Duration			
■ Average Yield			
■ Sector Distribution			
■ Describe Use of Derivatives			

Lifestyle Funds

Portfolio Information	Conservative	Moderately Conservative	Moderate	Moderately Aggressive	Aggressive
General Information					
Fund Type (i.e. mutual fund, CTF, etc.)					
Fund Inception Date					
Fund Manager(s) & Tenure					
Fund Expenses					
Summary of Investment Style					
Fund Characteristics as of June 30, 2006					
■ Fund Assets (millions)					
■ Current Allocation					
- Stocks					
- Bonds					
- Cash					
■ Target Allocation					
- Stocks					
- Bonds					
- Cash					

Large Cap Equity Funds

Portfolio Information	Large Cap Growth	Large Cap Blend	Large Cap Value
General Information			
Fund Type (i.e. mutual fund, CTF, etc.)			
Fund Inception Date			
Fund Manager(s) & Tenure			
Fund Expenses			

Summary of Investment Style			
Fund Characteristics as of June 30, 2006			
■ Fund Assets (millions)			
■ Median Market Cap			
■ Average Market Cap			
■ P/E Ratio			
■ Dividend Yield			
■ Alpha			
■ Beta			
■ Sector Distribution			

Mid Cap Equity Funds

Portfolio Information	Mid Cap Growth	Mid Cap Blend	Mid Cap Value
General Information			
Fund Type (i.e. mutual fund, CTF, etc.)			
Fund Inception Date			
Fund Manager(s) & Tenure			
Fund Expenses			
Summary of Investment Style			
Fund Characteristics as of June 30, 2006			
■ Fund Assets (millions)			
■ Median Market Cap			
■ Average Market Cap			
■ P/E Ratio			
■ Dividend Yield			
■ Alpha			
■ Beta			
■ Sector Distribution			

Small Cap Equity Funds

Portfolio Information	Small Cap Growth	Small Cap Blend	Small Cap Value
General Information			
Fund Type (i.e. mutual fund, CTF, etc.)			
Fund Inception Date			
Fund Manager(s) & Tenure			
Fund Expenses			
Summary of Investment Style			
Fund Characteristics as of June 30, 2006			
■ Fund Assets (millions)			
■ Median Market Cap			
■ Average Market Cap			
■ P/E Ratio			
■ Dividend Yield			
■ Alpha			
■ Beta			
■ Sector Distribution			

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International Equity Large Cap Equity Funds

Portfolio Information	Large Cap Equity	Small Cap Equity
General Information		
Fund Type (i.e. mutual fund, CTF, etc.)		
Fund Inception Date		
Fund Manager(s) & Tenure		
Fund Expenses		
Summary of Investment Style		
Fund Characteristics as of June 30, 2006		
■ Fund Assets (millions)		
■ Median Market Cap		
■ Average Market Cap		
■ P/E Ratio		
■ Dividend Yield		
■ Alpha		
■ Beta		
■ Top 10 Country Weighting for International Funds		

Equity-Income Fund Large Cap Equity Funds

Portfolio Information	Equity income Fund
General Information	
Fund Type (i.e. mutual fund, CTF, etc.)	
Fund Inception Date	
Fund Manager(s) & Tenure	
Fund Expenses	
Summary of Investment Style	
Fund Characteristics as of June 30, 2006	
■ Fund Assets (millions)	
■ Median Market Cap	
■ Average Market Cap	
■ P/E Ratio	
■ Dividend Yield	
■ Alpha	
■ Beta	
■ Sector Distribution	

- 12.3 Please address the following:
- a. Approximate percentage of assets required for your proprietary and alliance funds
 - b. Restrictions on usage of outside funds
 - c. Your approach to integrating proprietary, alliance and non-alliance funds into your communication approach
- 12.4 Will you assign an investment specialist to the Fulton County relationship? Please identify this team member and his/her qualifications and experience.
- 12.5 At what point does unbundling the assets affect the desirability of the relationship from your firm's perspective?
- 12.6 What level of support can you provide regarding negotiating revenue sharing arrangements with outside fund managers?
- 12.7 Do you currently have risk management functions in place responsible for the independent oversight and review of all assets under management? If so, please describe the responsibilities of this function.
- 12.8 Describe the due diligence process used in selecting managers that are included in your alliance. What is your process for monitoring the funds ongoing, including quantitative and qualitative measures?
- 12.9 Discuss the system currently used by your risk management function to quantify risk in the portfolio for both proprietary and alliance funds.
- 12.10 Do you perform Value at Risk (VaR) analysis, scenario analysis or stress testing on proprietary mutual funds and separate account assets under management? Please describe in detail.

12.11 Please provide a summary of performance as of June 30, 2006. Also, if any proposed funds are not registered mutual funds, please provide a summary of the calendar quarter historical returns. (Net of Fees)

[illegible]

12.12. Has the firm been subpoenaed by regulators with regard to the firm's trading practices? If yes, by whom and when?

12.13. Are there any current or pending litigation or administrative actions against the firm as a result? If yes, please describe them.

12.14. Has the firm conducted an internal review to determine if excessive market timing and/or after hours trading have occurred in the funds? If yes, what was the outcome of the internal review?

12.15. How does the firm monitor employees' personal trading activities?

12.16. Has the firm terminated any employee in connection with the Trading Practice Investigations? Please provide information regarding any such termination.

12.17. What is the firm's policy regarding after hours trading?

a. Are there any situations where an investor can purchase shares after 4pm Eastern Time, or after the fund's shares have been priced, and receive that day's closing price? If so, please explain.

b. Are intermediaries, such as brokers and retirement plan record keepers, permitted to place orders after 4pm Eastern Time, provided they received those orders before 4pm Eastern Time? How does the firm verify that the intermediary received the original order before 4pm Eastern Time?

12.18. What are the firm's guidelines regarding excessive trading, short term trading or market timing? Are there different guidelines for the various classes of shares of the mutual funds the firm offers? What language is contained in the prospectus regarding excessive trading, short term trading and market timing?

12.19. What does the firm do to protect against market timing and excessive trading? Do the firm's pricing policies protect against market timing? Are there back end loads or expense charges on any funds? If the firm imposes such fees to discourage short-term trading, please explain how the firm developed this pricing, and why the firm would impose such fees on some of the funds and not on others, if applicable.

12.20. Does the firm employ fair market value pricing? If so, please describe those practices and explain what types of securities they apply to and under what circumstances.

12.21. Does the firm permit hedge funds to invest in the mutual funds? If so, please describe the policies for monitoring the hedge fund investors.

12.22. Please describe how hedge fund investors may be treated differently from other investors (e.g., individual investors and participants in 401K Plans), particularly with respect to other services that the firm may offer to hedge funds. Please describe how the firm is compensated for working with hedge funds.

12.23. What provisions are in place or being considered to protect shareholders?

12.24. Please list the members of the Board(s) of Directors that oversees the mutual fund(s) named on the cover letter. Please provide their biographical information and describe how these directors were selected and whether they are independent directors. Are there any anticipated changes to the structure of the Board(s) of Directors? If yes, please explain.

12.25. Does the firm have Errors and Omissions Insurance? Directors & Officers Liability Insurance? Who are the carriers and what are the limits?

12.26. Have safe-guards been established to limit day trading? If yes, please explain?

XIII. Communications

13.1 Would you describe your communication program as primarily customized or primarily standardized? Explain.

13.2 How much have you allocated to the communication budget for year 1 and on going? How much time do you envision spending on developing the communications strategy?

13.2 What communication materials are available for use in transition? Provide a sample of a transition brochure you have utilized in the past.

13.3 Enclose a sample of your communications materials that will be used for the foundation of Fulton County's program as well as a description of the level of customization you are building into your pricing.

13.4 Describe the level of employee meeting support you are assuming in your fees both during the transition and ongoing. What cost-effective methods of delivering employee

meeting support do you propose? Who is responsible for conducting employee meetings, and are they employees of your firm or contract employees?

13.5 Describe how you will teach employees investment basics.

13.6 Please indicate what level of detail you make available to Fulton County via your on-line system. Is this information available on a Plan, divisional and participant level?

13.7 What actions will your communication and educational consultants take upon identifying any participant communication and education issues on VRU? Call Center trend reports? How do you use the Internet and the Call Center to address these issues?

13.8 Please complete the following table by indicating with a (✓) materials available and an estimate of the associated costs if not included as part of your “standard” package. (Part of your recordkeeping fees.)

Communication Type	Available	Added Cost	Comments
Range of participant statement formats available			
Mailing labels			
Comprehensive plan level reporting package			
Missed loan repayment report/loan statements report			
Plan statistics available including activity and volumes			
Ad hoc reports available			
Savings projections for participants			
Retirement income adequacy replacement analysis			
Directly mail statements to participants homes			
Internet access for participants			
Internet access for plan sponsor			
Ability to use color and graphs on statements			
Ability to integrate statement with newsletter			
Statements issued on demand			
Customized text message on participant statements			
Electronic reporting			
New funds brochure			
Quarterly fact sheets for proprietary and outside funds			

Communication Type	Available	Added Cost	Comments
Investment basics brochure			
Quarterly investment newsletter			
Interactive PC diskette/online calculators			
Retirement planning			
Employee meetings			
Plan Basics Video			
Customized video			
Other videos – list and describe			

XIV. Transition

- 14.1 Describe the transition process in detail. What will Fulton County's role be at the corporate and divisional level? Provide a calendar outlining your recommendations for the timing of the transition (assume conversion date of January 1, 2007).
- 14.2 Who will be assigned to the transition? How many plans will the team be working on at the same time? To what degree is the ongoing team involved in the transition phase?
- 14.3 Are you willing to open the call center early (prior to the participant records being converted) to answer employee questions?
- 14.4 Are you willing to guarantee specific service delivery and quality standards during the transition?
- 14.5 Describe your proposed strategy for the transfer of assets.
- 14.6 How much time realistically should be allocated by Fulton County to ensure a smooth transition?
- 14.7 Are you willing to provide on-site resources at the client site during key transition periods?

14.8 Describe key strategies, suggestions, and best proactive approaches that have worked well with other plans.

XV. Fees

15.1 Are you willing to provide a guaranteed fee structure for three years? Will you put your fees at risk if service standards are not met?

15.2 What are the potential additional costs not provided in your fee proposal (custom reporting, compliance support, etc.)?

15.3 What percentage of assets do you require in proprietary funds to ensure the profitability of the relationship?

15.4 How is Fulton County protected against increases to fees if one or more of your proprietary funds needs to be replaced due to performance issues down the road?

XVI. Exhibits

Enclose and label the following materials with your proposal:

16.1 Samples of your plan management reports including voice response usage, time service, plan demographics information, asset allocation and other important plan statistical reports.

16.2 Sample participant confirmation notices and sample participant statement.

16.3 Sample of your standard service agreement.

16.4 Account service team biographies.

16.5 Transition schedule.

16.6 Samples of any/all legal documents you require including any indemnification language regarding your role as administrative agent.

16.7 A copy of your most recent SAS 70 report.

XVII. References

17.1 Please provide a listing of four to six full-service client references that are similar in size to Fulton County and managed by the account manager to be assigned to this account. References for governmental plans are a plus.

Company Name:	_____
Company Contact:	_____
Plan Size (participants/assets):	_____
Geographic Location:	_____
Phone Number:	_____
Company Name:	_____
Company Contact:	_____
Plan Size (participants/assets):	_____
Geographic Location:	_____
Phone Number:	_____
Company Name:	_____
Company Contact:	_____
Plan Size (participants/assets):	_____
Geographic Location:	_____
Phone Number:	_____
Company Name:	_____
Company Contact:	_____
Plan Size (participants/assets):	_____
Geographic Location:	_____
Phone Number:	_____

SECTION 10

COST PROPOSAL

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

(To be included in a SEPARATE, SEALED and identifiable envelope).

No out-of-pocket expenses are to be delineated under this contract, these costs should be reflected in your total proposed fees.

The recommended format of the cost component is shown on the following page.

Fee Matrix

Service Provider Name: _____ Date: _____

	Per Unit Cost (if applicable)	Annual Cost	Total
1. Inception Fees			
1.1 Conversion Fees	\$	\$	
1.2 Other (list all other inception fees that apply)			
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
TOTAL INCEPTION FEES			\$

2. TRUSTEE FEES			
2.1 Standard Trust Reporting Package	\$	\$	
2.2 General Trustee Fees	\$	\$	
2.3 Benefit Payments and associated Tax Reporting	\$	\$	
2.4 Other (list all other trustee fees that apply)	\$	\$	
*	\$	\$	
*			
*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	
TOTAL ANNUAL TRUSTEE FEES			

3 PARTICIPANT RECORDKEEPING FEES			
3.1 Annual Per Participant Fee – Daily Valuation	\$	\$	
3.2 Enrollment Processing	\$	\$	
3.3 Contribution Processing and Interface to Payroll for Rate Changes	\$	\$	
3.4 Fund Transfers	\$	\$	
3.5 Loan Initiation	\$	\$	
3.6 Loan Maintenance Fee	\$	\$	
3.7 1-800 Costs	\$	\$	
3.8 Statement Mailing (to participant's homes) Including Postage	\$	\$	
3.9 Compliance Testing (two times per year)	\$	\$	
3.10 Quarterly Client Service Meetings	\$	\$	
3.11 other (list all other participant recordkeeping fees that apply)			
*	\$	\$	
*	\$	\$	
*	\$	\$	

*	\$	\$	
*	\$	\$	
TOTAL PARTICIPANT RECORDKEEPING FEES-Daily			\$

	Per Unit Cost (if applicable)	Annual Cost	Total
4. INVESTMENT MANAGEMENT FEES			
4.1 Investment Management Fees Charged to Funds			
Proposed Fund Array Based on the Following Asset Class Categories, assuming 100% of Assets Invested in Proprietary and/or Alliance Funds	Estimated Asset Allocation	Expense Ratio	Estimated Fee Equivalent
Money Market (Fund Name)	\$10,676,000	%	\$
Fixed Fund (Fund Name)	\$21,217,000	%	\$
Intermediate Govt Bond (Fund Name)	\$5,521,000	%	\$
Intermediate Term Bond (Fund Name)	\$330,000	%	\$
Large Cap Growth (Fund Name)	\$2,000,000	%	\$
Large Cap Blend (Fund Name)	\$54,783,000	%	\$
Large Cap Value (Fund Name)	\$5,887,000	%	\$
Mid Cap Growth (Fund Name)	\$18,608,000	%	\$
Mid Cap Blend (Fund Name)	\$5,000,000	%	\$
Mid Cap Value (Fund Name)	\$4,292,000	%	\$
Small Cap Growth (Fund Name)	\$8,302,000	%	\$
Small Cap Blend (Fund Name)	\$2,000,000	%	\$
Small Cap Value (Fund Name)	\$3,535,000	%	\$
Equity Income (Fund Name)	\$24,859,000	%	\$
International Large Cap (Fund Name)	\$7,098,000	%	\$
International Small Cap (Fund Name)	\$3,000,000	%	\$
Lifestyle Aggressive	\$2,000,000	%	\$
Lifestyle Moderately Aggressive	\$2,000,000	%	\$
Lifestyle Balanced	\$2,000,000	%	\$
Lifestyle Moderately Conservative	\$2,000,000	%	\$
Lifestyle Conservative	\$2,000,000	%	\$
Total	\$187,108,000		\$
4.2 Other (list all investment management fees that apply)			
			\$
TOTAL INVESTMENT MANAGEMENT FEES			

	Per Unit Cost (if applicable)	Annual Cost	Total
5 COMMUNICATION FEES			
5.1 Communication Program Development	\$	\$	
5.2 Employee Meetings	\$	\$	
5.3 Comprehensive Enrollment Kits	\$	\$	
5.4 Newsletter / Video	\$	\$	
5.5 Investment Performance Profiles	\$	\$	
5.6 Retirement Planning Materials	\$	\$	
5.7 Interactive Retirement Modeling Program	\$	\$	
5.8 Monte Carlo Distribution Modeling Program	\$	\$	
5.9 Quarterly insert in Participant Statement	\$	\$	
5.10 Other (list all other communication fees that apply)			
*	\$	\$	

*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	
TOTAL COMMUNICATION FEES			\$

6 MISCELLANEOUS FEES			
6.1 Other (list all miscellaneous fees that apply)			
*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	
*	\$	\$	

BEST ESTIMATE OF TOTAL ANNUAL FEES			
Inception Fees		\$	
Trustee Fees		\$	
Participant Recordkeeping Fees		\$	
Investment Management Fees		\$	
Communication Fees		\$	
Miscellaneous Fees		\$	
GRAND TOTAL ANNUAL FEES			\$

Completed By: _____ Date: _____

Will You Guarantee Fees For Three Years? _____

Will you implement a service agreement in the sales process? _____

The Cost Proposal shall be submitted in a sealed and separate envelope.

SECTION 11

Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below “Required Bid Submittal Check List.”) Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (√) (if applicable)	Check (√) (completed)
1	One (1) Proposal marked “Original” , _____ () copies		
2	Technical Proposal		
3	Cost Proposal (submitted in a separate sealed envelope)		
4	Acknowledgement of each Addendum		
5	Technical Evaluation Factors Executive Summary Qualifications of Key Personnel Relevant Project Experience Financial Information (1) Annual Report and financial statement for last 3 yrs, income statements, balance sheets, change in financial position. (2) Latest quarterly financial report, description of material, change in financial position since last the last annual report. (3) Most recent Dun & Bradstreet and/or Value Line Reports. (4) Documentation and discussion of the financial condition and capability of the Proposer(s). (5) Statement regarding Proposer’s team filing for bankruptcy, insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors. Availability of Key Personnel Location of Firm		
6	Purchasing Forms		

	<p>Form A - Non-Collusion Affidavit of Prime Bidder/Offeror</p> <p>Form B - Non-Collusion Affidavit of Sub-contractor</p> <p>Form C - Certificate of Acceptance of Request for Bid/Proposal Requirements</p> <p>Form D - Georgia Utility Contractor License</p> <p>Form E - Certificate Regarding Debarment</p> <p>Form F - Corporate Certificate</p> <p>Form G - Disclosure Form & Questionnaire</p>		
7	<p>Office of Contract Compliance Requirements</p> <p>Exhibit A - Promise of Non-Discrimination</p> <p>Exhibit B - Employment Record</p> <p>Exhibit C - Schedule of Intended Subcontractor Utilization</p> <p>Exhibit D - Letter of Intent to Perform as Subcontractor</p> <p>Exhibit E - Declaration Regarding Subcontractor Practices</p> <p>Exhibit F - Joint Venture Disclosure Affidavit</p> <p>Exhibit G - Prime Contractor/Subcontractor Utilization Report</p> <p>Equal Business Opportunity Plan (EBO Plan)</p>		
8	Risk Management Insurance Provisions Form		
9	Provider Service Capabilities Questionnaire		